

Stephen G. Larson (SBN 145225)
slarson@larsonllp.com
Catherine S. Owens (SBN 307626)
cowens@larsonllp.com
Tyler J. Franklin (SBN 324281)
tfranklin@larsonllp.com
Jasmine M. Johnson (SBN 351979)
jjohnson@larsonllp.com
LARSON LLP
555 South Flower Street, 30th Floor
Los Angeles, California 90071
Telephone: (213) 436-4888
Facsimile: (213) 623-2000

Attorneys for Defendant
CLEANLINE MANAGEMENT LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

GREENMOUNT LLC,

Plaintiff,

vs.

CLEANLINE MANAGEMENT LLC,
NICHOLAS COBURN, and DOES 1-
10, inclusive,

Defendants.

NICHOLAS COBURN,

Counterclaimant,

vs.

GREENMOUNT, LLC, THAIR
DAOUD, STEVEN DAOUD, AND
ZAID JADAN

Counterdefendants.

CASE NO. 2:23-CV-10376-MRA-RAO

Hon. Rozella A. Oliver

STIPULATED PROTECTIVE ORDER

1 WHEREAS, Plaintiff and Counterdefendants Greenmount LLC, Thair Daoud,
2 Steven Daoud, and Zaid Jadan (collectively, “Greenmount”), Defendant Cleanline
3 Management, LLC (“Cleanline”), and Defendant and Crossclaimant Nicholas Coburn
4 (“Coburn”) (collectively, the “Parties”) may produce or seek discovery of documents,
5 information, or other materials that may contain or relate to personal, sensitive,
6 employment, and/or confidential information of another party or third party;

7 The Parties hereby enter into this Stipulated Protective Order as follows:

8 1. A. PURPOSES AND LIMITATIONS

9 Discovery in this action may involve production of confidential, proprietary or
10 private information for which special protection from public disclosure and from use for
11 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
12 parties hereby stipulate to and petition the Court to enter the following Stipulated Protective
13 Order. The parties acknowledge that this Order does not confer blanket protections on all
14 disclosures or responses to discovery and that the protection it affords from public
15 disclosure and use extends only to the limited information or items that are entitled to
16 confidential treatment under the applicable legal principles.

17 B. GOOD CAUSE STATEMENT

18 This action may potentially involve trade secrets, customer and pricing lists and
19 other valuable research, development, commercial, financial, technical and/or proprietary
20 information for which special protection from public disclosure and from use for any
21 purpose other than prosecution of this action is warranted. Such confidential and
22 proprietary materials and information may consist of, among other things, confidential
23 business or financial information, information regarding confidential business practices, or
24 other confidential research, development, or commercial information (including
25 information implicating privacy rights of third parties), information otherwise generally
26 unavailable to the public, or which may be privileged or otherwise protected from
27 disclosure under state or federal statutes, court rules, case decisions, or common law. By
28 virtue of entering into this stipulation, however, the parties do not agree that any particular

1 information that may be produced in this case constitutes trade secrets or should otherwise
2 be subject to protection from public disclosure. Accordingly, to expedite the flow of
3 information, to facilitate the prompt resolution of disputes over confidentiality of discovery
4 materials, to adequately protect information the parties are entitled to keep confidential, to
5 ensure that the parties are permitted reasonable necessary uses of such material in
6 preparation for and in the conduct of trial, to address their handling at the end of the
7 litigation, and serve the ends of justice, a protective order for such information is justified
8 in this matter. It is the intent of the parties that information will not be designated as
9 confidential or attorneys' eyes only - confidential for tactical reasons and that nothing
10 be so designated without a good faith belief that it has been maintained in a confidential,
11 non-public manner, and there is good cause why it should not be part of the public record
12 of this case.

13 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

14 The parties further acknowledge, as set forth in Section 12.3, below, that this
15 Stipulated Protective Order does not entitle them to file confidential information under
16 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
17 standards that will be applied when a party seeks permission from the court to file material
18 under seal.

19 There is a strong presumption that the public has a right of access to judicial
20 proceedings and records in civil cases. In connection with non-dispositive motions, good
21 cause must be shown to support a filing under seal. *See Kamakana v. City and County of*
22 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors Corp.*, 307 F.3d
23 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577
24 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and a
25 specific showing of good cause or compelling reasons with proper evidentiary support and
26 legal justification, must be made with respect to Protected Material that a party seeks to
27 file under seal. The parties' mere designation of Disclosure or Discovery Material as
28 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY – CONFIDENTIAL" does not—

1 without the submission of competent evidence by declaration, establishing that the material
2 sought to be filed under seal qualifies as confidential, privileged, or otherwise
3 protectable—constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial, then
5 compelling reasons, not only good cause, for the sealing must be shown, and the relief
6 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
7 *v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of
8 information, document, or thing sought to be filed or introduced under seal in connection
9 with a dispositive motion or trial, the party seeking protection must articulate compelling
10 reasons, supported by specific facts and legal justification, for the requested sealing order.
11 Again, competent evidence supporting the application to file documents under seal must
12 be provided by declaration.

13 Any document that is not confidential, privileged, or otherwise protectable in its
14 entirety will not be filed under seal if the confidential portions can be redacted. If
15 documents can be redacted, then a redacted version for public viewing, omitting only the
16 confidential, privileged, or otherwise protectable portions of the document shall be filed.
17 Any application that seeks to file documents under seal in their entirety should include an
18 explanation of why redaction is not feasible.

19 2. DEFINITIONS

20 2.1 Action: This pending federal law suit.

21 2.2 “ATTORNEYS EYE ONLY – CONFIDENTIAL” Information or Items:
22 information designated (regardless of how it is generated, stored, or maintained) or tangible
23 things that includes extremely sensitive “CONFIDENTIAL Information or Items,” for
24 which the Designating Party has made a specific showing of substantial risk of competitive,
25 financial, or personal harm that could not be avoided by less restrictive means. This type
26 of information and items include, for example, trade secret information, financial
27 projections, prospective marketing plans and business strategy, or other highly sensitive,
28

1 non-confidential information that will cause direct damage to the party if such information
2 were to be disclosed.

3 2.3 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.4 “CONFIDENTIAL” Information or Items: information (regardless of how it
6 is generated, stored or maintained) or tangible things that qualify for protection under
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.6 Designating Party: a Party or Non-Party that designates information or items
12 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
13 “ATTORNEYS EYES ONLY – CONFIDENTIAL.”

14 2.7 Disclosure or Discovery Material: all items or information, regardless of the
15 medium or manner in which it is generated, stored, or maintained (including, among other
16 things, testimony, transcripts, and tangible things), that are produced or generated in
17 disclosures or responses to discovery in this matter.

18 2.8 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
20 expert witness or as a consultant in this Action.

21 2.9 House Counsel: attorneys who are employees of a party to this Action. House
22 Counsel does not include Outside Counsel of Record or any other outside counsel.

23 2.10 Non-Party: any natural person, partnership, corporation, association, or other
24 legal entity not named as a Party to this action.

25 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
26 this Action but are retained to represent or advise a party to this Action and have appeared
27 in this Action on behalf of that party or are affiliated with a law firm which has appeared
28 on behalf of that party, and includes support staff.

1 2.12 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their support
3 staffs).

4 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this Action.

6 2.14 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is designated
11 as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY – CONFIDENTIAL.”

12 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
13 a Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only Protected
16 Material (as defined above), but also (1) any information copied or extracted directly from
17 Protected Material that retains its confidential nature under this Order; (2) all copies,
18 excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
19 conversations, or presentations by Parties or their Counsel that might reveal Protected
20 Material.

21 Any use of Protected Material at trial shall be governed by the orders of the trial
22 judge. This Order does not govern the use of Protected Material at trial.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations imposed
25 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
26 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
27 dismissal of all claims and defenses in this Action, with or without prejudice; and (2)
28 final judgment herein after the completion and exhaustion of all appeals, rehearings,

remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "ATTORNEYS EYES ONLY – CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must clearly identify
2 the protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection need
4 not designate them for protection until after the inspecting Party has indicated which
5 documents it would like copied and produced. During the inspection and before the
6 designation, all of the material made available for inspection shall be deemed
7 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
8 copied and produced, the Producing Party must determine which documents, or portions
9 thereof, qualify for protection under this Order. Then, before producing the specified
10 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
11 that contains Protected Material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in deposition or in other pretrial or trial
15 proceedings, that the Designating Party identify the Disclosure or Discovery Material on
16 the record, before the close of the deposition, hearing, or other proceeding, all protected
17 testimony and specify the level of protection being asserted. When it is impractical to
18 identify separately each portion of testimony that is entitled to protection or it appears that
19 substantial portions of the testimony may qualify for protection, the Designating Party may
20 invoke on the record (before the deposition, hearing, or other proceeding is concluded) a
21 right to have up to 30 days from the date the transcript is received by counsel for the
22 Designating Party to identify the specific portions of the testimony as to which protection
23 is sought and to specify the level of protection being asserted. Only those portions of the
24 testimony that are appropriately designated for protection within 30 days from the date the
25 transcript is received from counsel for the Designating Party shall be covered by the
26 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may
27 specify, at the deposition, hearing, or other proceeding or up to 30 days from the date the
28 transcript is received by counsel for the Designating Party if that period is properly

invoked, that the entire transcript shall be treated as "CONFIDENTIAL" or "ATTORNEYS EYES ONLY – CONFIDENTIAL."

Parties shall give the other parties notice if they reasonably expect a deposition, hearing, or other proceeding to include Protected Materials so that the other parties can ensure that only authorized individuals who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its designation as "CONFIDENTIAL" or "ATTORNEYS EYES ONLY – CONFIDENTIAL."

Transcript containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Protected Material and the level of protection being asserted by the Designating Party. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of a 30-day period for designation shall be treated during that period as if it had been designated "CONFIDENTIAL" in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL" or "ATTORNEYS EYES ONLY – CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. A Party's decision to not challenge a designation of confidentiality shall not be construed as or deemed an admission by that Party that the information at issue is, in fact, a trade secret, or otherwise entitled to confidential treatment under applicable legal principles.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 Burden of Persuasion. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

6.4 Expedited Resolution of Expert Access Disputes. If the Designating Party objects to the disclosure of Protected Material to a designated Expert, the Parties must meet and confer within 3 business days of the objection. If the dispute is not resolved, the Challenging Party may seek a ruling from the Court on an expedited basis. The Designating Party shall bear the burden of showing that disclosure to the Expert would result in significant harm.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a location
2 and in a secure manner that ensures that access is limited to the persons authorized under
3 this Order.

4 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
6 may disclose any information or item designated "CONFIDENTIAL" only to:

7 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
8 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
9 disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of the
11 Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
19 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during a deposition, hearing, or other proceeding involving live
23 testimony, witnesses, and attorneys for witnesses, in the Action to whom disclosure is
24 reasonably necessary provided: (1) the questioning party requests that the witness sign the
25 form attached as Exhibit A hereto; and (2) he or she will not be permitted to keep any
26 confidential information unless he or she signs Exhibit A hereto, unless otherwise agreed
27 by the Designating Party or ordered by the court. Pages of transcribed testimony or exhibits
28 thereto that reveal Protected Material may be separately bound by the court reporter and

1 may not be disclosed to anyone except as permitted under this Stipulated Protective Order;
2 and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of "ATTORNEYS' EYES ONLY – CONFIDENTIAL"
6 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
7 Designating Party, a Receiving Party may disclose any information or item designated
8 "ATTORNEYS EYES ONLY - CONFIDENTIAL" only to following persons:

9 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
10 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this Action;

12 (b) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (c) the court and its personnel;

16 (d) court reporters and their staff;

17 (e) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information;

19 (f) professional jury or trial consultants, mock jurors, and Professional
20 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
21 the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

22 (g) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
25 OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation that
27 compels disclosure of any information or items designated in this Action as
28

1 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY – CONFIDENTIAL," that Party
2 must:

3 (a) promptly notify in writing the Designating Party. Such notification
4 shall include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order
6 to issue in the other litigation that some or all of the material covered by the subpoena or
7 order is subject to this Protective Order. Such notification shall include a copy of this
8 Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with the
12 subpoena or court order shall not produce any information designated in this action as
13 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY – CONFIDENTIAL" before a
14 determination by the court from which the subpoena or order issued, unless the Party has
15 obtained the Designating Party's permission. The Designating Party shall bear the burden
16 and expense of seeking protection in that court of its confidential material and nothing in
17 these provisions should be construed as authorizing or encouraging a Receiving Party in
18 this Action to disobey a lawful directive from another court.

19 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
20 THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a
22 Non-Party in this Action and designated as "CONFIDENTIAL" or "ATTORNEYS' EYES
23 ONLY – CONFIDENTIAL." Such information produced by Non-Parties in connection
24 with this litigation is protected by the remedies and relief provided by this Order. Nothing
25 in these provisions should be construed as prohibiting a Non-Party from seeking additional
26 protections.

27 (b) In the event that a Party is required, by a valid discovery request, to
28 produce a Non-Party's confidential information in its possession, and the Party is subject

1 to an agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-
4 Party that some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably specific
8 description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within
12 14 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party's confidential information responsive to the discovery request. If
14 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
15 information in its possession or control that is subject to the confidentiality agreement with
16 the Non-Party before a determination by the court. Absent a court order to the contrary, the
17 Non-Party shall bear the burden and expense of seeking protection in this court of its
18 Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
23 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
24 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
25 unauthorized disclosures were made of all the terms of this Order, and (d) request such
26 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
27 attached hereto as Exhibit A.
28

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all

1 Protected Material to the Producing Party or destroy such material, except that Counsel
2 may retain archival copies of pleadings, motion papers, deposition and trial transcripts,
3 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
4 work product, and consultant and expert work product, even if such materials contain
5 Protected Material. Such retained materials shall remain subject to this Protective Order.
6 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
7 compilations, summaries, and any other format reproducing or capturing any of the
8 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving
9 Party must submit a written certification to the Producing Party (and, if not the same person
10 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
11 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms
12 that the Receiving Party has not retained any copies, abstracts, compilations, summaries or
13 any other format reproducing or capturing any of the Protected Material. Notwithstanding
14 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
16 deposition and trial exhibits, expert reports, attorney work product, and consultant and
17 expert work product, even if such materials contain Protected Material. Any such archival
18 copies that contain or constitute Protected Material remain subject to this Protective Order
19 as set forth in Section 4 (DURATION).

20 ///

21 ///

22 ///

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

Pursuant to Local Rule 5.4.3.4(a)(2)(i), I, Catherine Owens, attest that the other signatories listed, and on whose behalf the filing is submitted, concur in the content of the filing and have approved the filing.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 19, 2025

/s/ Trevor Q. Coddington

AKERMAN LLP

Attorneys for Plaintiff and Counter-Defendants Greenmount LLC
and Counter-Defendants Thair Daoud, Steven Daoud, and Zaid Jadan

DATED: March 19, 2025

/s/Catherine S. Owens

LARSON LLP

Attorneys for Defendant Cleanline Management LLC

DATED: March 19, 2025

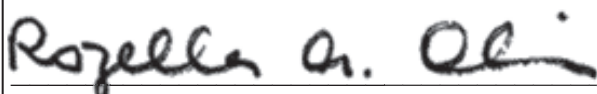
/s/ J. Raza Lawrence

ZUBER LAWLER LLP

Attorneys for Defendant and Counter-Claimant Nicholas Coburn

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 3/19/2025



HON. ROZELLA A. OLIVER

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
_____ [date] in the case of *Greenmount LLC v. Cleanline Management LLC et al.*,
Case No. 2:23-cv-10375-MRA-RAO. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____